

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

PREMIERE AUTOMOTIVE GROUP INC.,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
ALLIED NEW WORLD SPECIALTY	:	
INSURANCE COMPANY, et al.	:	
	:	
Defendants.	:	

NOTICE OF REMOVAL

NOW COMES Defendant Allied World Specialty Insurance Company (incorrectly identified as “Allied New World Specialty Insurance Company” hereinafter, “Allied World”) by and through the undersigned counsel, and hereby files this removal pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, removing this matter from the Court of Common Pleas, Hamilton County, Ohio, to the United States District Court for the Southern District of Ohio, Western Division, and in support thereof, states as follows:

1. On July 15, 2024, Allied World was served with a Complaint, captioned as *Premiere Automotive Group Inc. v. Allied New World Specialty Insurance. et al*, Court of Common Pleas, Hamilton County, Ohio. Plaintiff’s Complaint in the above-referenced matter, as well as all other process, pleadings, and orders served upon the Defendant are submitted herein as **Exhibit A**. In addition, a copy of the Hamilton County Court of Common Pleas docket sheet for this action is attached hereto as **Exhibit B**.

2. The action described above is a civil action over which this Court has original jurisdiction under 28 U.S.C. §§ 1332, 1441, and 1446.

3. According to the Complaint, and upon information and belief, Plaintiff Premiere Automotive Group Inc. (“PAG”) makes claims for declaratory relief pursuant to O.R.C. § 2721, breach of contract, and bad faith in relation to a policy of insurance issued by Allied World, and a claim for losses sustained to a garage/office/shop following a tornado on July 6, 2022, in Goshen, Ohio.

4. This Notice of Removal is timely in that it was filed within thirty days after Defendant Allied World’s receipt of a copy of the Complaint through service or otherwise and less than one year after commencement of the action. *See* 28 U.S.C. § 1446(b)(1), (c)(1).

5. PAG is and was, at all relevant times, an Ohio corporation with its principal place of business in Milford, Ohio. *See* Complaint, ¶ 3. For purposes of this removal, Plaintiff is and was, at all relevant times, a citizen of Ohio. *See* 28 U.S.C. § 1332(c)(1) (“[A] corporation shall be deemed a citizen of every state and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business[.]”).

6. Defendant Allied World Specialty Insurance Company is and was, at all relevant times, a Massachusetts corporation organized under the laws of New Hampshire. Allied World’s principal place of business is and was, at all relevant times, in Boston, Massachusetts. Allied World, therefore, is and was, at all relevant times, a citizen of Massachusetts and New Hampshire for purposes of diversity jurisdiction. *See* 28 U.S.C. § 1332(c)(1).

7. Defendant Lockton Affinity LLC is and was, at all relevant times, a limited liability company organized under the laws of Kansas. On information and belief, the members of Lockton Affinity LLC are and were, at all relevant times, citizens of states other than Ohio.

8. As of the date of this removal, Lockton Affinity LLC had not been served with a copy of the Summons and Complaint. *See* Exhibit B (July 17, 2024 Entry: “Notice to Gregory J.

Berberich as to undelivered service on Lockton Affinity LLC[.]”), As such, Lockton Affinity LLC’s consent to removal is not required. *See* 28 U.S.C. §1446(b)(2)(A).

9. Among the identified and indispensable parties, complete diversity exists as Plaintiff is a Citizen of Ohio, Allied is a citizen of Massachusetts and New Hampshire, and Lockton, to the extent it is properly joined and served, is a citizen of states other than Ohio.

10. The amount in controversy exceeds the value of \$75,000, exclusive of interest and costs based on the face of the Complaint. Plaintiff makes claims for declaratory judgment, breach of contract, and bad faith in relation to the garage/office/shop located at 6793 Goshen Road, Goshen, Ohio (the “Building”), which was damaged in a tornado on July 6, 2022. Among its claims, Plaintiff alleges that Allied World failed to designate the proper value of the Building, which was purchased for \$250,000. (Complaint, ¶13). Plaintiff alleges that the fair market value of the Building is \$600,000. (*Id.* at ¶17.) Further, Plaintiff alleges that it sought insurance for the replacement cost of the building in the event it was damaged or destroyed (*Id.* at ¶16) and that Allied World undervalued the Building at only \$250,000, and only valued the property damage to the Building at approximately \$167,000. (*Id.* at ¶31.) Plaintiff specifically requests judgment against both defendants awarding a total replacement of the Building, “compensatory damages in excess of \$100,000.00”, and punitive damages. (*Id.* at “Wherefore”.)

11. Thus, the amount in controversy in this action clearly exceeds \$75,000, exclusive of interest and costs, though removing Defendant denies any liability to Plaintiffs.

12. Given the facts and circumstances outlined above, this constitutes an action that originally could have been brought before this Court pursuant to 28 U.S.C. § 1332(a)(1) and that may, therefore, be removed pursuant to 28 U.S.C. § 1441(a).

13. Venue is proper under 18 U.S.C. § 1441(a) because this Court is a United States District Court for the district and division corresponding to the place, Hamilton County, where the action is pending.

14. By virtue of this Notice of Removal, removing Allied World does not waive its right to assert any claims, defenses, or other motions.

15. The Complaint asserts a demand for jury trial.

16. In accordance with 28 U.S.C. § 1446(d), a copy of this Notice of Removal, as well as a Notice of Filing for this Notice of Removal, will be filed with the Clerk of the Hamilton County Court of Common Pleas, and a copy of same will be served on all parties through their attorneys as provided by law.

17. Removing Defendant reserves the right to amend or supplement this Notice of Removal or to present additional arguments in support of their entitlement to remove this case.

WHEREFORE, this action is properly removed from the Hamilton County Court of Common Pleas to this Court for all further proceedings.

Dated: August 14, 2024

Respectfully submitted,

/s/ Peter J. Georgiton

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CERTIFICATE OF SERVICE

I hereby certify this 14th day of August 2024, a true and correct copy of the foregoing was served via electronic and/or U.S. Mail upon:

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